

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

**BPO NO:** 001B5400268

**PRINT DATE:** 01/28/15

**PAGE:** 01

### SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

**VENDOR ID:** 1521250908  
KELLY GENERATOR & EQUIPMENT  
1955 DALE LANE

OWINGS, MD 20736  
(410 ) 257-5225

### REFER QUESTIONS TO:

GWENDOLYN HUDSON  
(410 ) 767-7662  
GWENDOLYN.HUDSON@DGS.STATE.MD.US

**ITB:** 001IT819284

**EXPR DATE:** 02/01/18  
**POST DATE:** 01/05/15

**DISCOUNT TERMS:** . NET 30 DAY  
**CONTRACT AMOUNT:** 199,945.14

### TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

### DPSCS OPERATING FUNDS:

351802.004	15	R4410	8124	\$13,885.10
351802.005	15	R5410	8124	\$13,885.10
351802.004	16	R4410	8124	\$33,324.17
351802.005	16	R5410	8124	\$33,324.16
351802.004	17	R4410	8124	\$33,324.16
351802.005	17	R5410	8124	\$33,324.17
351802.004	18	R4410	8124	\$19,439.07
351802.005	18	R4410	8124	\$19,439.07

RETAIN SECTIONS A, B, C, AND D FOR FUTURE REFERENCE.

**VENDOR CONTACT:** PATRICIA BAKER AT (410) 257-5225 X121  
PBAKER@KGE.COM

**AGENCY CONTACT:** KEITH PITTMAN AT 301-729-7064  
KAPITTMAN@DPSCS.STATE.MD.US

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
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0001	93675	LT	
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STEAM BOILERS, STEAM HEATING, AND POWER PLANT EQUIPMENT

CONTRACTOR SHALL PROVIDE EMERGENCY GENERATOR SERVICES FOR THE DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES' WESTERN AND NORTH BRANCH CORRECTIONAL INSTITUTIONS LOCATED IN CUMBERLAND MARYLAND, FOR A THREE (3) YEAR PERIOD BEGINNING FEBRUARY 1, 2015 THROUGH JANUARY 31, 2018.

ALL WORK SHALL BE PERFORMED AS SPECIFIED WITHIN THE SECTION C-DETAILED SPECIFICATION, BY THE EQUIPMENT MANUFACTURER STANDARDS, AND TO THE SATISFACTION OF THE WESTERN REGION CORRECTIONAL COMPLEX MAINTENANCE MANAGER OR DESIGNEE.

MONTHLY BILLING RATE - \$3,607.99

BASE BID - \$129,887.64 (3) THREE YEAR TOTAL

CONDUCT A LOAD BANK TEST FOR A MINIMUM OF THREE HOURS, ONE TIME PER YEAR AT \$23,040 EACH. THREE YEAR TOTAL = \$69,120.00

### HOURLY BILLING RATES:

\$125.00 - SUPERVISOR REGULAR HOURLY BILLING RATE  
\$187.50 - SUPERVISOR OVERTIME HOURLY BILLING RATE  
\$125.00 - CERTIFIED MECHANIC REGULAR HOURLY BILLING RATE  
\$187.50 - CERTIFIED MECHANIC OVERTIME HOURLY BILLING RATE  
\$125.00 - CERTIFIED MECHANIC HELPER REGULAR HOURLY BILLING RATE  
\$187.50 - CERTIFIED MECHANIC HELPER OVERTIME HOURLY BILLING RATE

END OF ITEM LIST

THE BLANKET PURCHASE ORDER (BPO) ISSUED AS A RESULT OF THE INVITATION TO BID (ITB) AND ANY SUBSEQUENT AMENDMENTS, MODIFICATIONS OR OPTIONS ISSUED RELEVANT TO THE ITB OR BPO, SHALL COMPLY WITH ALL OF THE TERMS, CONDITIONS AND SPECIFICATIONS ISSUED WITH THE ITB AND ARE INCORPORATED IN AND MADE PART OF THE BPO.

\*\*\* CONTINUED, NEXT PAGE \*\*\*

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**TERMS (cont'd):**

STATE YOUR FEDERAL TAX IDENTIFICATION # 52-1250908

IF THE STATE OF MARYLAND OR OTHER REGULATOR BODY REQUIRES A  
LICENSE OR CERTIFICATE TO PERFORM THE SERVICES REQUIRED,  
PLEASE PROVIDE THE LICENSE NUMBER AND DATE OF ISSUANCE.

04836544  
LICENSE NUMBER

04/30/2015  
DATE OF EXPIRATION

IF YOU ARE A DEPARTMENT OF TRANSPORTATION CERTIFIED MINORITY  
BUSINESS, PLEASE PROVIDE YOUR CERTIFICATION NUMBER.

N/A  
MDOT'S MBE CERTIFICATION NUMBER

\*\*\*\*\* LAST PAGE \*\*\*\*\*

**AUTHORIZED BY:**

*Levendolyn Hudson*

**BUYER AUTHORIZED DESIGNEE**

**DATE:**

*1-29-15*

**SECTION C**  
**DETAILED SPECIFICATIONS**  
**Western Region Correctional Complex**  
**Emergency Generator Maintenance at WCI and NBCI**  
**Small Business Preference Procurement**  
**Solicitation #001IT819284 / MDDGS31010043**

**1. Scope of Work:**

- A. Western Region Correctional Complex is comprised of Western Correctional Institution, located at 13800 McMullen Highway, SW Cumberland, MD 21502, and North Branch Correctional Institution, located at 14100 McMullen Highway, SW Cumberland, MD 21502.
- B. The Contractor shall provide all equipment, tools, materials and labor to perform preventive maintenance, remedial maintenance and testing on eight (8) emergency generators and eight (8) transfer switches located at Western Correctional Institution, Cumberland, MD 21502, and six (6) emergency generators and six (6) transfer switches located at North Branch Correctional Institution, Cumberland, MD 21502.
- C. All work shall be performed as specified herein, by the equipment manufacturer standards, and to the satisfaction of the Western Region Correctional Complex Maintenance Manager or Designee.

**2. Term of Contract:**

**This Contract will be for a (3) three year period beginning February 1, 2015 through January 31, 2018.**

**3. Pre Bid Conference and Site Visit**

Attendance at the Pre Bid Conference is not mandatory, however, prior to submitting their bid, each bidder is encouraged to attend the scheduled pre-bid conference or site visit to examine the facility and familiarize themselves with the full nature and extend of the work to be done. The bidder will obtain for themselves all information that may be necessary for the satisfactory performance of the contract work and the cost thereof. It is the sole responsibility of the bidder to fully familiarize themselves with the areas involved and the extent of the services required by visual inspection. Failure to visit the site and become familiar with the conditions and requirements affecting the work will not relieve the Contractor from the provisions of the contract and from completing the work for the consideration set forth.

The Pre-Bid Conference/Site Visit is scheduled for **Thursday, October 2, 2014 at 11 a.m.** 2014 at Western Correctional Institution, 13800 McMullen Highway SW, Cumberland, MD 21502 in the Maintenance Bldg. At the scheduled Pre-Bid Conference/Site Visit, each Bidder will be permitted to examine the building, familiarize

himself/herself with the full nature and extent of the work and obtain answers to questions about or clarifications of the contract. It is the sole responsibility of the Bidder to familiarize himself/herself fully with the building and the contents of the specifications of this solicitation. Failure to do so does not relieve the successful Bidder from their obligation to comply with all aspects of this Bid package for the amount he/she specifies as his/her bid. **For further site visit information, please contact Keith Pittman at 301-729-7064.**

**Contractor's Qualification and Responsibility Determination:**

Unless stated elsewhere in the solicitation package, the minimum qualifications for award for this solicitation are as follows: The Successful Bidder must have a minimum of five (5) years of successful performance in the maintenance of emergency generator equipment listed herein. The Bidder shall submit online with the bid response on the Company Profile five (5) references of companies or organization for which the Bidder provided services in scope, type, size, magnitude and complexity comparable to those specified in this Specification. Each reference must have been for services provided within the past five (5) years and must include the following information:

- Name and complete address of business or company
  - Name of the contact person, email address, and current phone number
  - Term and length of each contract
  - Size and type of facility (square footage)
  - Specific type of services provided
  - Contract value
- a. Information provided on resumes will be verified, as well as any applicable licenses. In addition, the contractor's information will be sent to Maryland Assessments and Taxation for verification that he/she is cleared of any issues of non-payment and the company is in good standing. It will be the bidder's responsibility to timely clear any outstanding issues upon notification.
- b. Further, if this solicitation does not carry an MBE goal and the bidder failed to attend the pre-bid or site visit prior to bidding, the bidder will be required to visit the site in order to confirm that their bid is in accordance with the terms, conditions and specifications. The State Agency is not responsible to meet the bidder's schedule. In order to be considered for award, the bidder must attend the site visit at the available schedule of the State Agency Point of Contact within five (5) working days of notification by the Procurement Officer.
- d. References will be contacted. Only prior contract work that can be substantiated may be used for a responsibility determination. The Procurement Officer is not responsible for incorrect or outdated email addresses, phone numbers or references that fail to respond within three (3) business days.
- e. All requirements above must be met in the time limit provided by the Procurement Agent. Unreasonable failure to supply information promptly in

connection with a determination of responsibility is grounds for rejection of the bidder as not responsible. See COMAR 21.06.01.01 B. (1).

**COMMUNICATION:**

The bidder/contractor must provide a reliable means of contact throughout the responsibility determination and throughout the execution of any contract. Failure to respond to any contact (phone, email, fax, letter, etc.) by the Procurement Officer or designee within 24 hours will jeopardize a bidder's determination of responsibility and the bid may be rejected. Once the contract is awarded, failure of a Contractor to respond to written notification regarding contractual issues in less than the designated time may render the contract subject to termination for cause.

**4. Additional Contractor Requirements:**

- a. The Bidder shall provide the Western Region Correctional Complex Maintenance Manager an updated list of all personnel who will perform the work covered by this contract, showing the length and type of experience of such personnel. A certification must also be provided indicating that each mechanic that will perform this work has received training by the Manufacturer of the equipment and any proprietary software to be serviced or will have the required training prior to the execution of this contract.
- b. The Bidder shall provide a list indicating the names and telephone numbers of the individual(s) responsible for insuring that the mechanic(s) technician(s) respond to remedial maintenance tasks, both during and after normal business hours. When remedial maintenance is necessary, the Contractor shall come to the Western Region Correctional Complex as soon as possible, but no later than within (4) four hours of the call being placed. The Contractor shall make every reasonable effort to make such repairs as quickly as possible.
- c. If the Contractor fails to respond to a remedial maintenance call within the time specified (four hours), the Facility shall call another vendor to provide the remedial service and then, invoice the Contractor or deduct from the payment due to the Contractor, the cost incurred by the Facility.
- d. Should the Contractor at any time fail to fulfill his/her duties in a timely fashion or not complete any repair service, the Facility shall have the right to hire another vendor to complete the necessary work and back charge the original Contractor for all expenses.
- e. The Contractor shall have access to authorized Caterpillar software to perform any/all programming or diagnostic testing that will be compatible on all WCI/NBCI emergency generators.

**5. Work to be performed:**



- a. The Contractor shall perform preventive maintenance, remedial maintenance and testing on all equipment listed on attachment #2.
- b. The Contractor shall, at a minimum, be responsible for providing preventive maintenance, remedial maintenance, and testing in accordance to standards and of such quality as stated by the manufacturer's recommendation.
- c. The Contractor shall be responsible for presenting within (30) thirty days after the contract award, a (4) four times a year pre-arranged schedule in writing establishing the testing and preventive maintenance service on the equipment, which shall be agreeable to both the Facility and the Contractor. The schedule shall include, but not be limited to:
  - i. Four (4) quarterly inspection services to the automatic transfer switch and the emergency generator to include the following:
    - Annually clean the contacts, the cabinets and inspect the controls and all related components for proper operation on the automatic transfer switches.
    - Inspect generators for any type of leakage, check all fluid levels, etc., as contained on the Inspection sheet, Attachment #1.
  - ii. One yearly major service to the generators to include the following:
    - Load bank test of each unit for a minimum of (3) three hours.
    - Inspection and cleaning of electrical connections.
    - Perform annual maintenance on each of the (8) eight generators at WCI, and on each of the (6) six generators at NBCI using the Manufacturer's standard check list.

Summary:

- Oil change, change oil filters
- Change fuel filters
- Change air filters
- Check radiator coolant/SCA mixture
- Take sample of coolant for analysis testing
- Check batteries, clean terminals as required, record voltages levels and specific gravity
- Check transfer switches
- Check hoses and connections
- Check of all belts for wear and tension
- Check jacket water heater

- Perform pre-operation/start-up checks
- Start unit and bring up to operating speed
- Check fuel system for leaks
- Check condition and operation of gauges
- Check generator and control panel
- Check operating pressures and temperatures
- Perform minor repairs/adjustments
- Check exhaust system for leaks
- Shut down unit, reset
- Perform scheduled oil sampling (S.O.S.)
- Clean up job site
- Submit service report, listing findings and recommendations to Institution's representative

## **6. Definitions:**

### **A. Preventive Maintenance:**

Preventive maintenance is defined as periodically scheduled work to provide systematic checking, adjustment, cleaning, and routine services in strict compliance with the relevant equipment manufacturers' recommendations. The contract includes parts and labor that are part of a preventive maintenance program; the routine testing and inspecting of equipment to obtain optimum operating efficiency, maximum life expectancy and preventive measures to reduce or avoid service interruptions. All work performed by the Contractor shall meet local, State, and Federal codes and standards and be performed under the Contractor's license, if applicable. Preventive maintenance includes developing and recording equipment and system performance and inspection data for operational analysis and anticipated corrective action. Preventive Maintenance includes all labor and parts paid by the contractor.

### **B. Emergency Maintenance**

Emergency maintenance is defined as unscheduled work, other than Preventive Maintenance that requires immediate action to restore equipment or system operations, to correct mechanical problems that will cause imminent interruption of operations or will cause damage to operating equipment.

In the event of equipment failure, or imminent failure or damage, on-site response by a qualified maintenance mechanic shall be made within **four (4) hours** after the Contractor has been given notification of the emergency situation. Service response shall be sufficient to restore the equipment or system to operation. If temporary measures are taken to restore operation, then permanent repair service shall be completed within five (5) working days.



Under no circumstances shall equipment or system failure that results in loss of essential service exceed **five (5) regular work days**. Inability to obtain parts or special technical or engineering services will not be considered reason to extend this time period.

Emergency maintenance service shall be available twenty-four hours of the day, every day and week of the year throughout the contract term. Contractor must submit a phone number with 24 hour availability, where indicated, on the ITB for emergency maintenance.

Failure of the Contractor to provide Emergency Service within the stated time frames may be cause to consider the Contractor in default of the contract by the Procurement Officer.

Repair and replacement parts for Emergencies chargeable to the State will be invoiced at part(s) cost plus hourly rate of one hour for mechanic for purchase thereof. The State reserves the right to selectively audit the Contractor's invoices in order to verify the cost price for said parts. The Contractor must purchase parts from the least costly source. Freight charges will be billed direct to the State and the State shall reimburse the Contractor for the full amount of the freight expense. The invoice shall contain the necessary breakdown of costs with back up documentation. Repairs necessary under Emergency Maintenance shall be paid as follows; Contractor pays for all labor and parts up to \$500.00 per incident. The Contractor will bill for all labor in excess of \$500.00 per incident based on the hourly rates in the contract. **The State will reimburse for all parts expense over \$500.00 per incident.** Freight charges will be billed direct to the State and the State shall reimburse the Contractor for the full amount of the freight expense (except those defined under preventive maintenance and minor repair).

### C. Major Repairs

A major repair is defined as any scheduled repair that requires shut down of equipment to make the repair or involves replacement of parts. The Contractor will be responsible to cover the cost of labor and parts up to \$500.00/incident. The State will reimburse the Contractor for labor in excess of \$500.00/incident based on the hourly rates on the contract, for major repairs. **The State will reimburse for all parts expense over \$500.00 per incident.** Freight charges will be billed direct to the State and the State shall reimburse the Contractor for the full amount of the freight expense (except those defined under preventive maintenance and minor repair).

The State reserves the right to seek competitive bids for all major overhauls and repairs as may be required during the term of the contract. The Contractor awarded the preventive maintenance contract as a result of this solicitation shall work cooperatively with any other Contractor the State may have to perform any major repairs.

Major Repairs may be excluded from the scope of the Contract at the discretion of the agency. However, the agency may direct the Contractor to perform a major repair and the Contractor will be bound to the hourly rates on the contract. Freight charges will be

billed direct to the State and the State shall reimburse the Contractor for the full amount of the freight expense. The invoice shall contain the necessary breakdown of costs with back up documentation. The State will pay all parts expense and freight.

#### **D. Minor Repairs**

Minor repairs are within the scope of services to be provided under the contract and defined as:

The Contractor will be responsible to cover the cost of labor and parts up to \$500.00/incident. The State will reimburse the Contractor for labor in excess of \$500.00/incident based on the hourly rates of the contract, for minor repairs. Parts costs in excess of \$500.00/incident will be billed to the State.

When performing minor repairs, the Contractor shall replace all parts necessary to restore equipment to complete operational service. Repair and replacement parts charged to the State will be invoiced at part(s) cost plus hourly rate of one hour for mechanic for purchase thereof. The State reserves the right to selectively audit the Contractor's invoices in order to verify the cost price for said parts. The Contractor must purchase parts from the least costly source. Freight charges will be billed direct to the State and the State shall reimburse the Contractor for the full amount of the freight expense. The invoice shall contain the necessary breakdown of costs with back up documentation.

#### **E. Parts and Materials**

Unless otherwise directed, the Contractor shall furnish and install all parts (those paid by the State and those paid by the Contractor) for Preventive Maintenance, Minor Repair and Emergency Repairs in accordance with the specifications herein. Use of the term parts is intended to imply the smallest part which effectively and completely accomplishes needed repair. In cases where the overall cost or critical time frame may be served by replacing a large part, Maintenance Supervisor shall exercise his right to decide on the desired approach. A copy of the manufacturer's invoice to the Contractor shall be submitted with invoice for payment. The Contractor shall provide replacement parts from the original manufacturers or substitute parts approved by the original manufacturers. The State shall pay all parts expense, except those required for the preventive maintenance services and minor repair, at Contractor's cost plus hourly rate of one hour for mechanic for purchase thereof. Freight charges will be billed direct to the State and the State shall reimburse the Contractor for the full amount of the freight expense. The invoices shall contain the necessary breakdown of costs with back up documentation.

The Contractor will be allowed time for their technicians to thoroughly evaluate all of the equipment. It should be assumed that all equipment is in proper operating condition according to manufacturer's standards. The Contractor will be required to certify his acceptance of the equipment within 30 days after contract start date and will not be allowed to claim any pre-existing conditions requiring repairs after certification.

## **7. Requirements for Preventive Maintenance:**

- a. Before starting the contract, the Contractor shall submit a written program for the maintenance of the equipment.
- b. Preventive Maintenance Plan: Within (30) thirty days after award of the contract, the contractor shall submit to the facility for approval, a comprehensive preventive maintenance schedule for all equipment. The schedule shall be arranged that, at a glance, the facility can determine exactly when and what maintenance will be performed to a given piece of equipment. This schedule must be approved by the Maintenance Manager or Designee, prior to the start of any work.
- c. Upon award of the contract, the Contractor shall need to contact the Institution's automotive mechanic @ 301-729-7160 to continue the present maintenance schedule for all changes. This schedule is to follow the Manufacturer's specifications and written recommendations.
- d. Quarterly report: In addition to the above, the Contractor shall submit a quarterly report covering all work, preventive maintenance and repair maintenance performed in detail. The report shall contain the name of the system, the number of the parts or components replaced, maintenance performed, apparent cause of breakdown or need for replacement of said parts.
- e. The Contractor shall furnish the Maintenance Manager or Designee a service report for each inspection service made under the terms of the contract. The report shall contain the date, time, and description of the service performed including parts and materials used. It shall also contain the names(s) of all mechanics(s) or technicians (s) performing the service.
- f. All used fluids will become the property of the contractor and shall be removed from the job site and disposed of according to Maryland Department of Environment regulations and copies of all MDE forms shall be given to the Maintenance Manager or Designee. All used parts shall become property of the owner.
- g. The contractor shall perform an oil viscosity test on all (8) eight generators at Western Correctional Institution and all (6) six generators at North Branch Correctional Institution every (3) three months to confirm that the oil is performing properly. A copy of these results shall be given to the Maintenance Manager or Designee.
- h. The Contractor shall sample the antifreeze, and test it to be assured that it's properties are still good, every (3) three months on all (8) eight generators at WCI

and all (6) six generators at NBCI. A copy of the test results shall be given to the Maintenance Manager or Designee.

- i. Every (3) three years, in accordance with the present service schedule, the Contractor shall drain the radiator system, flush out the system and replace the old antifreeze with new. The contractor shall assume responsibility for the disposal of the old antifreeze and provide documentation to the Maintenance Manager that it has been handled according to MDE regulations. The Contractor shall change all of the belts and the hoses on the generators with this service.
- j. Scheduled inspection and adjustments: The contractor shall make regularly scheduled inspections and adjustments to the equipment in accordance with the equipment manufacturer's operational manual. Preventive maintenance inspections shall be performed by qualified mechanics in the regular full-time employment of the Contractor. Service reports shall be maintained on all work performed and turned in to the Maintenance Manager or Designee.

#### **8. Requirements for Emergency and Major Repairs:**

- a. The State shall pay the Contractor for all labor and parts in excess of \$500.00 per incident based on the hourly rates in the contracts which is used to perform emergency or major repairs in excess of the routine remedial and preventive maintenance described in this contract.
- b. All of this work must have written approval from the Maintenance Manager or Designee prior to being completed.
- c. The Contractor shall provide the labor for emergency service and major repairs at the request of the Maintenance Manager or Designee. The Contractor shall provide this at an hourly crew rate set forth and agreed to in this contract. The Contractor shall document all hours worked and provide the Maintenance Manager or Designee with a copy of this information as service is rendered. Should the total of these hours exceed the \$2,500.00 the Maintenance Manager or Designee shall at this time request additional funds from the business office. No work shall be performed without prior approval from the Maintenance Manager or Designee.
- d. The hourly crew rate will be entered in EMM. The hourly crew rate shall be applied as a flat rate with no shift differential, weekend, holiday, or overtime premiums charged. Travel time shall be at the expense of the Contractor and no additional expenses will be paid by the State.
- e. Emergency services shall be provided on a (24) twenty-four hour (7) seven day a week basis. The Contractor must provide (1) one or more telephone numbers where a designated representative can be contacted in case of an emergency. The contractor shall respond within-in (4) four hours after receiving a request for emergency service by providing a qualified service technician at the job site requiring service.

**Note: The State is not responsible for the labor cost incurred for emergency service or major repairs that are found to be the result of misuse or negligence by the Contractor.**

**9. Requirements for Emergency and Major Repair parts:**

- a. The State shall pay the Contractor for parts and materials used for emergency service and major repairs in excess of \$500.00 per incident.
- b. When performing repairs, the Contractor shall replace all parts necessary to restore the equipment to complete original service. The use of the term "parts" is intended to imply the least expensive part which will effectively and completely accomplish the needed repair. In cases where the overall cost for a critical time-frame may be better serviced by replacing a more expensive part, the facility shall exercise their right to decide on the approach after conferring with the representative for this contract. All major repairs and overhauls shall be executed as if all parts and workmanship were guaranteed for (2) two years after date of completion.
- c. The Contractor shall furnish all parts, materials and supplies conforming to the equipment manufacturer's specifications.

**Note: The State shall not be responsible for the cost of parts and materials that are found to be the result of misuse or negligence by the Contractor.**

**10. Work Hours**

The Contractor shall perform preventive maintenance and testing between the hours of 7:00 a.m. and 3:00 p.m., Monday through Friday, with the exception of legal holidays and all other days authorized by the Governor, plus official general election holidays:

New Year's Day	Martin Luther King Day	President's Day
Memorial Day	Independence Day	Labor Day
Columbus Day	Election Day (2016, &2018)	Veteran's Day
Thanksgiving Day	American Indian Heritage Day	Christmas Day

**11. Site Security**

- a. Security measures under the general direction of the agency and the Maintenance Supervisors shall be observed. In this regard, the Contractor is expected to cooperate fully with the agencies' authorities to permit the security of the institution to be maintained at all times.
- b. The Contractor shall be responsible for all tools, equipment, and supplies brought into the institutions while performing these services at the Western Region Correctional

Complex. Any missing objects shall be reported immediately to the Maintenance Supervisor or Designee.

## **12. Payment to the Contractor**

At the end of each calendar month, the Contractor shall forward to the facility, their invoice in triplicate for work performed as specified by the contract. The invoice submitted for payment shall not exceed (1/12) one-twelfth of the total lump sum for the entire contract. Each invoice submitted for payment must indicate the company's federal tax identification or social security number. The invoice should be in the facilities office on or before the 15th of the month following the service. The invoice shall be mailed to:

Western Correctional Institution  
Accts. Payable Attn: Linda Yates  
13800 McMullen Highway SW  
Cumberland, MD 21502

## **13. Contractor's Insurance**

The Contractor must furnish and keep in effect during the term of this contract the following:

Certificate of Liability Insurance - General liability insurance in the amount of \$1,000,000 per occurrence \$2,000,000 aggregate, including but not limited to Personal Injury Liability Coverage. This insurance must cover the risks of false arrest, false imprisonment, malicious prosecution, defamation of character, libel, slander or other tortuous conduct caused by any acts of the Contractor's employees.

On the Certificate of Liability, the **"DESCRIPTION OF OPERATIONS"** shall read as follows:

**"Emergency Generator Maintenance @ WCI Department of Public Safety and Correctional Services. THE STATE OF MARYLAND IS INCLUDED AS AN ADDITIONAL INSURED SOLELY WITH RESPECT TO THE OPERATIONS AND ACTIVITIES OF THE NAMED INSURED".**

The certificate holder shall read as follows:

Department of General Services  
Room M-3  
301 West Preston Street  
Baltimore, MD. 21201

Workmen's Compensation Insurance - as is required by the Laws of the State of Maryland.



Motor Vehicle Liability Insurance - with a minimum bodily injury limit of \$300,000 for each person and \$500,000 aggregate for each occurrence.

The Contractor shall indemnify and save harmless and defend the State and all of its representatives from all suits, actions, or claims of any character brought on account of any injuries or damages sustained by any person or property in consequence of any work performed under this contract, either by the Contractor or any Sub Contractor or their employees, agents or representatives.

The Contractor must submit any required certificates of insurance to the Procurement Officer for review and approval. These certificates shall be held by the Procurement Officer for the duration of the contract. The State shall have the absolute right to terminate the contract if any insurance policy is cancelled at any time for any reason and a new policy is not obtained by the Contractor and approved by the Procurement Officer. Unless the Procurement Officer otherwise agrees, the new policy must be effective as of the previous policy's date of cancellation.

**Note:**

Certificate of Liability Insurance and Workmen's Compensation Insurance must be submitted by fax or electronically to the Procurement Officer within five (5) days of the request.

**14. Fidelity Bond**

Contractor's employees must be bonded by a company approved by the Maryland Insurance Commissioner to issue such bonds in Maryland. The bond or bonds shall protect the State against loss by the theft of money or other property from the premises to which the state or others may sustain as a result of any fraudulent or dishonest act of Contractor's employee, acting alone or in collusion with others, during the term of this contract. Said bond or bonds shall have a limit at least \$2,500 per occurrence, per employee. Contractor must deliver said bond or bonds to the State no later than time of award.

**15. Maryland Department of Human Resources Hiring Agreement (State Service Contracts \$200,000 and above)**

By submitting a bid or proposal in response to this solicitation, the Bidder/Offeror agrees to execute and comply with the enclosed Maryland Department of Human Resource (DHR) Hiring Agreement (DHR Hiring Agreement.pdf). The Hiring Agreement is to be executed by the Bidder/Offeror and delivered to the procurement officer within ten (10) days following receipt of Notice by the Bidder/Offeror that it is being recommended for contract award. The Hiring Agreement will become effective concurrently with the award of the contract. The Hiring Agreement provides that the Contractor and DHR will work cooperatively to promote hiring by the Contractor of qualified Maryland Temporary Cash Assistance customers to fill job openings resulting from this procurement, in accordance with 12-224, State finance and Procurement Article.

## **16. Small Business Preference:**

### **Designation**

This procurement has been designated as a Small Business Preference in accordance with Title 14, Subtitle 2, of the State Finance and Procurement Article of the Maryland Annotated Code. The preference percentages for this procurement are as follows:

- State-certified, small business (not a veteran-owned or disabled-veteran owned small business) 5%
- State-certified, veteran-owned small business 7%
- State-certified, disabled-veteran-owned small business 8%

The procurement agency will accept the most favorable responsive bid from a responsible, certified small business if the bid does not exceed the most favorable responsive bid received from a bidder who is not a certified small business by more than the percentage(s) listed above.

### **Eligibility**

To be eligible for the preference, your company must have a current small business certification from the Maryland Department of General Services.

Small business size standards in Maryland are different than federal standards. You CANNOT substitute an SBA 8(a) certification or VetBiz verification for Maryland small business certification.

If your small business is eligible but not certified by the State, apply for certification on the Department of General Services website at [www.smallbusinessreserve.maryland.gov](http://www.smallbusinessreserve.maryland.gov) and obtain a small business certification number. State Law requires that the veteran business owner be domiciled in Maryland. There is no Maryland residency requirement for owners of small businesses participating in the Preference as small businesses without the veteran-owned or disabled-veteran-owned designation.

### **Required Information**

The bidder must provide the following to the procurement officer to prove eligibility for the preference:

- Certified small business that is not veteran-owned or disabled veteran-owned: Provide the DGS small business certification number.
- Veteran-owned certified small business: Provide the DGS small business certification number AND a copy of the business owner's DD Form 214 attesting to discharge or release under conditions other than dishonorable.
- Disabled-veteran-owned small business that is currently verified and registered on [www.VetBiz.gov](http://www.VetBiz.gov): Provide the DGS small business certification number AND a copy of the letter from the U.S. Department of Veterans Affairs Verification Program showing your verification is current.

- Disabled-veteran-owned small business that is NOT currently verified and registered on [www.VetBiz.gov](http://www.VetBiz.gov): Provide the DGS small business certification number AND a copy of your DD Form 214 showing discharge or release under conditions other than dishonorable AND a copy of your Adjudication Letter from the U.S. Veterans Administration.

## 17. Living Wage

Maryland law requires that contractors meeting certain conditions pay a living wage to covered employees on State service contracts over \$100,000. Maryland Code, State Finance and Procurement, § 18-101 et al. The Commissioner of Labor and Industry at the Department of Labor, Licensing and Regulation requires that a contractor subject to the Living Wage law submit payroll records for covered employees and a signed statement indicating that it paid a living wage to covered employees; or receive a waiver from Living Wage reporting requirements. See COMAR 21.11.10.05.

If subject to the Living Wage law, Contractor agrees that it will abide by all Living Wage law requirements, including but not limited to reporting requirements in COMAR 21.11.10.05. Contractor understands that failure of Contractor to provide such documents is a material breach of the terms and conditions and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions.

When State contract services valued at 50% or more of the total value of the contract is performed in the Tier 1 Area Contractors and subcontractors are subject to the Living Wage Law and shall pay each covered employee at least **\$13.19** per hour.

When State contract services valued at 50% or more of the total value are performed in the Tier 2 Area a Bidder shall pay each covered employee at least **\$9.91** per hour.

This contract is deemed a **Tier 2 contract**. If the Bidder fails to submit and complete the required documentation under State law, the State may determine a Bidder to be not responsible.

The Contractor shall be responsible for any wage/rate increase during the term of this contract and such increase may not be passed on to the DHR CCDSS or the State of Maryland once the contract has commenced.

**Whereas the Living Wage may change annually, the Contract price may not be changed because of a Living Wage change.**

### **Note:**

**Effective, at midnight on September 26, 2014, Living Wage rates are \$13.39 per hour in Tier 1 areas and \$10.06 in Tier 2 areas, depending on the location where the services are performed or on the location benefiting from the work. The rates change each year and are published 90 days from the end of the State fiscal year.**

Please view this link for details:

<http://www.dllr.state.md.us/labor/prev/livingwage.shtml>

## **18. Hourly Rate**

Each bidder shall submit an hourly rate for straight time and overtime for a Supervisor, licensed Mechanic and a helper according to the line items on eMaryland. The rates will be used in the performance of the contract; such rates are to be used in computing additions to, or deductions from, the monthly payment to the Contractor for changes to the specified duties and services.

Failure to submit the hourly rates on eMaryland will result in the bid being deemed non responsive and the bid will be rejected.

## **19. Basis for Award**

This Contract shall be awarded to the responsible and responsive Bidder submitting the lowest total bid for the three (3) year term of the contract beginning December 1, 2014 through November 30, 2017.

### **eMM Line Item #001 -**

The Contractor shall provide all equipment, tools, materials and labor to perform preventive maintenance, remedial maintenance and testing on eight (8) emergency generators and eight (8) transfer switches located at Western Correctional Institution, Cumberland, MD 21502, and six (6) emergency generators and six (6) transfer switches located at North Branch Correctional Institution, Cumberland, MD 21502.

### **eMM Line Item #002 -**

Unit cost to conduct a Load Bank Test for generators for a minimum of three (3) hours, one (1) time per year for each of the three (3) years, as specified in the detailed specifications under Section 6, Work to be Performed.

### **eMM Line Item #003 -**

Hourly billing rate for straight time for a Supervisor, beginning December 1, 2014 through November 30, 2017.

### **eMM Line Item #004 -**

Hourly billing rate for overtime for a Supervisor, beginning December 1, 2014 through November 30, 2017.

### **eMM Line Item #005 -**

Hourly billing rate for straight time for a Mechanic, beginning December 1, 2014 through November 30, 2017.

### **eMM Line Item #006 -**

Hourly billing rate for overtime for a Mechanic, beginning December 1, 2014 through November 30, 2017.

**eMM Line Item #007 -**

Hourly billing rate for straight time for a Helper, beginning December 1, 2014 through November 30, 2017.

**eMM Line Item #008 -**

Hourly billing rate for overtime for a Helper, beginning December 1, 2014 through November 30, 2017.

**NOTE:**

**Failure of the Contractor to bid all line items will result in the bid being declared non-responsive and the bid will be rejected.**

**\*READ ALL ATTACHMENTS THOUROUGHLY AND RETAIN FOR FUTURE REFERNCE.**

**\*THE BIDDER MUST USE THE ATTACHED FORMS IN eMM ONLY.\***

**CONTRACTOR PERSONNEL MUST BE ABLE TO READ AND WRITE ENGLISH  
AND DEMONSTRATE PROFICIENCY TO FOLLOW DIRECTIONS\***